

A5 B1 20. (Amended) The method as defined in Claim 18, wherein the review is a textual review, and further comprising presenting the received textual review to other customers in conjunction with an indication that the textual review is from a purchaser of the item.

A6 B1 26. (Amended) The method as defined in Claim 18, where the inference is based at least on a customer survey on how long it takes consumers to read books.

A7 B1 28. (Amended) The method as defined in Claim 18, further comprising presenting to the customer a list of items purchased by the customer and asking the customer if the customer wants to review one or more of the listed items.

A8 B1 35. (Amended) The method as defined in Claim 18, where the review includes a textual review.

A9 B1 37. (Amended) The method as defined in Claim 36, further comprising providing the customer a request to review an item seller associated with the electronic catalog, wherein the timing of the request is based at least in part on the selected time.

38. (Amended) The method of Claim 36, wherein the review request is presented as at least one of an email and a Web page.

#### REMARKS

In response to the July 31, 2002 Office Action, Applicant respectfully requests the Examiner to reconsider the above-captioned application in view of the foregoing amendments and the following comments. The specific changes to the amended claims are shown on a separate set of pages attached hereto and entitled VERSION WITH MARKINGS TO SHOW CHANGES MADE, which follows the signature page of this Amendment. On this set of pages, the insertions are underlined while the [deletions are placed in brackets].

Claims 1-13 and 18-40 are pending in the present application. Claims 14-17 and 41 are withdrawn from further consideration by the Examiner. In the July 31, 2002 Office Action, the

Examiner objected to Claims 26 and 37 because of informalities, Claim 38 due to the form of the claims, and Claim 30 due to a question as to the possibility of its claimed limitation. The Examiner also rejected Claims 1, 12, 13, 24, 26-28, 30, and 36 under 35 U.S. C. § 112 as failing to particularly point out and distinctly claim the subject matter Applicant regards as the invention. In addition, the Examiner rejected Claims 1-4, 7, 11, 13, 18-21, 24, 26, 27, 30-37, and 40 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,950,172 to Klingman (hereinafter, "Klingman"). The Examiner rejected Claims 5 and 29 under 35 U.S.C. § 103(a) as being unpatentable over Klingman in view of *Marketing for Dummies* by Alexander Hiam (hereinafter, "Hiam"). The Examiner also rejected Claims 6, 8, 9, 12, 25, and 38 under 35 U.S.C. § 103(a) as being unpatentable over Klingman in view of InstantSurvey by NetReflector (hereinafter, "InstantSurvey"). The Examiner rejected Claims 10, 22, 23, 28, and 39 under 35 U.S.C. § 103(a) as being unpatentable over Klingman in view of U.S. Patent No. 6,092,049 to Chislenko (hereinafter, "Chislenko").

#### Discussion of Objections

Claims 26, 37, and 38 have been amended to overcome the Examiner's objections made in paragraphs 6 and 7 of the Office Action. Applicant therefore respectfully requests the Examiner to withdraw the objections to Claims 26, 37, and 38.

The Examiner objected to Claim 30, arguing that it was unclear whether cars could be purchased via electronic catalogs. Applicant respectfully notes cars can indeed be purchased via electronic catalogs. For example, carsdirect.com currently provides such an electronic catalog. Applicant therefore respectfully traverses the Examiner's objection to Claim 30 and requests that the Examiner withdraw the objection to Claim 30.

#### Discussion of Rejection under 35 U.S.C. § 112

Claims 1, 12, and 28 have been amended to provide the clarification requested by the Examiner in paragraphs 11, 12, and 15 of the Office Action. Thus, the Applicant requests withdrawal of the rejection of Claims 1, 12, and 28 under 35 U.S.C. § 112.

The Examiner rejects Claims 13, 24, 26, 27, and 36 as being indefinite owing to the use of the phrase "at least in part" in describing the basis for estimating, inferring, or selecting acts. Applicant respectfully traverses the Examiner's rejection. The phrase "at least in part" is well

understood to represent, with an economy of words, that the claimed element does not have to be the exclusive basis for the estimation, inference, or selection. Applicant respectfully maintains that the language as claimed is not indefinite and therefore requests withdrawal of the rejection of Claims 13, 24, 26, 27, and 36 under 35 U.S.C. § 112.

Discussion of Rejections under 35 U.S.C. § 103(a) over Klingman

Claims 1-4, 7, 11, 13, 18-21, 24, 26, 27, 30-37, and 40 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Klingman. For the reasons discussed below, Applicant respectfully traverses the rejection of Claims 1-4, 7, 11, 13, 18-21, 24, 26, 27, 30-37, and 40 as amended.

Discussion of Independent Claims 1, 18, and 36

In rejecting Claim 1 under 35 U.S.C. § 103(a) as being unpatentable over Klingman, the Examiner argues that Klingman teaches every element of Claim 1, except for “estimating by what date the customer will have at least initially evaluated the item and transmitting a review on or after the estimated date.” Nonetheless, the Examiner argues that this missing element is suggested by Klingman. Applicant respectfully traverses the Examiner’s rejection of Claim 1. To establish a prima facie case of obviousness the prior art reference must teach or suggest *all* (emphasis added) the claim limitations. *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991); MPEP § 2143. Because Klingman fails to teach or suggest all the elements of Claim 1, Applicant respectfully traverses the Examiner’s rejection of Claim 1.

The Examiner asserts that Klingman teaches “electronically transmitting to the customer a message requesting the customer to provide a review of the item” at Column 4, lines 20-25 and 55-62, Column 10, lines 40-41, and Column 11, lines 4-10. Applicant respectfully traverses the Examiner’s characterization of Klingman. However, Klingman discloses a passive, buyer-initiated evaluation system allowing a buyer to visit an item’s web page in order to score that item.

In particular, Klingman does not teach or suggest initiating an electronic transmission, based at least in part on an estimated date, to the first customer on or after the estimated date of a message requesting the first customer to provide a review of the item, as recited by amended

Claim 1. Instead Klingman merely discloses that a customer navigates to a web page, and causing a scoring form to be presented on the screen following a user-initiated button click (Column 11, lines 4-10). Further, Klingman, at Column 9, lines 44-46, discloses a system in which the buyer manually navigates to the product's web page, at which point, *and not before*, the buyer sees a scoring button used to score the product. If the buyer fails to manually navigate to the product's web page, he or she will not see any evaluation request. Further, Klingman discloses accepting reviews through the user-initiated "clicking" of the "SCORE" button, said button apparently displayed *whenever* an product web page is displayed by the system, *whether or not a user has purchased the product, and whether or not a user has had time to evaluate a purchased product*. (Column 9, 30-32, 46-49; Column 10, 6-12; Figure 5).

As discussed in the present application in the Background of the Invention, conventional systems such as that disclosed by Klingman have allowed customers to provide reviews passively. However, these conventional systems are inadequate and so few people traditionally take the initiative to submit product ratings. The present invention as claimed overcomes these limitations by actively soliciting reviews at appropriate times. Thus, Klingman actually teaches away from the claimed method by requiring a user to manually navigate to the appropriate product web page at the user's initiative to score a product.

In addition, the Examiner asserts that Klingman teaches, at Column 8, 22-25, Column 9, lines 9-13 and 41-46, and Column 20, lines 55-59, "assuming the customer has come to an opinion on the quality of the purchased item and allowing said customer to rate said item." Applicant respectfully traverses the Examiner's characterization of Klingman as teaching the act of "assuming." The Examiner appears to find this term at Column 9, lines 40-46, which state:

*Assuming that after a period of use the buyer has come to an opinion on the quality of the purchased product . . . the buyer may wish to help other buyers and reward or punish the producer by participating in the product evaluation system. If so, the buyer may then link to the product's web page . . . .* (emphasis added)

The word "assuming," is clearly being used for rhetorical purposes with reference to the buyer, and not the evaluation system disclosed by Klingman. Klingman is merely using the term "assuming that" as the equivalent of "if." Thus, the citation to Klingman actually further demonstrates the passive nature of the disclosed evaluation system. The process disclosed by Klingman fails to teach or suggest, for example, that *only after assuming* the customer has come

to an opinion on the quality of the purchased item does the evaluation system allow the customer to rate the item. Instead, Klingman allows the buyer to rate the purchased item immediately after purchasing, and *even before an opinion could possibly have been formed* by the buyer.

Even if, *in arguendo*, that the Examiner's characterization of Klingman is accurate, the Examiner admits that Klingman does not teach "estimating by what date the customer will have at least initially evaluated the item and transmitting a review on or after the estimated date." Nonetheless, the Examiner argues that "it would have been obvious to one of ordinary skill . . . to send a customer an evaluation to rate an item after the customer had had enough time to use the item because doing so would increase the accuracy of the reviews provided by the customers by ensuring that the customer has ample knowledge about the product he/she is rating."

However, as set forth in M.P.E.P. § 2143.01, in order to establish obviousness based on modification of a reference, the prior art must suggest the desirability of the claimed combination. "The mere fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination." *In re Mills*, 916 F.2d 680, 16 USPQ2d 1430 (Fed. Cir. 1990); M.P.E.P. § 2143.01. As similarly discussed above, Klingman discloses a passive system for facilitating scoring by users, but does not teach or suggest initiating an electronic transmission to a customer. Indeed, Klingman teaches away from initiating an electronic transmission to the customer requesting the first customer to provide a review, by requiring a customer to navigate on his or her own to a product's web page, take notice of the "Score" button, and then score a particular item. Thus, there would be no motivation or need to modify Klingman, which teaches that an evaluation system passively waits for a customer to navigate to an item web page and presents a scoring button even if the customer did not purchase the item, to estimate by what date the customer will have at least initially evaluated the item.

With respect to the Examiner's discussion of "Mr. Satisfaction" by David Sheff (hereinafter "Sheff"), in which the Examiner states that Sheff teaches "provid[ing] follow-up evaluations at estimated time intervals after a purchase/service to ascertain an opinion about said purchase/service based on a period of use." However, Sheff merely discloses customer surveys for vehicles that are consistently sent out at fixed, pre-determined time periods after purchase, (e.g., 90 days, one year, or five years), *regardless of the type of vehicle* or any knowledge about

the driver. Thus, Sheff fails to relate the timing of the evaluation request to the item type, and so teaches away estimating by what date the first customer will have at least initially evaluated the item based at least on the item type as recited by Claim 1.

Further, Applicant respectfully traverses the Examiner's combination of Klingman and Sheff. The Examiner does not provide an adequate motivation for combining Sheff, which discusses a reporting service, with Klingman, which discloses a system for selling and scoring items, and therefore has failed to make a prima facie case of obviousness with respect to Klingman in view of Sheff.

With respect to Claim 18, the Examiner asserts that Klingman teaches "inferring that the customer has evaluated the item after a time period of use," citing the same sections of Klingman that the Examiner asserted taught "assuming" as in the rejection of Claim 1. Additionally, the Examiner asserts that Klingman teaches "providing a review request in response to at least the inference," pointing to the same sections of Klingman that the Examiner asserted taught the "electronically transmitting" act of Claim 1. The Examiner also asserts that "inferring when the customer has evaluated the item" would be obvious for the same reason in the Examiner's rejection of Claim 1 with respect to the act of "estimating." However, as similarly discussed above with respect to Claim 1, Klingman allows a buyer to rate a purchased item immediately after purchasing, and *even before an opinion could possibly have been formed*, and thus does not, and has no need to infer that the customer has evaluated the item after a period of use. Thus, Applicant respectfully traverses the Examiner's rejection of Claim 18 for the reasons discussed above with respect to Claim 1.

With respect to Claim 36, the Examiner asserts that Klingman teaches "providing an item review request after a period of use of said purchased item by the purchasing customer" citing the same sections of Klingman that the Examiner asserted taught the "assuming" and "electronically transmitting" acts in rejecting Claim 1. The Examiner also asserts that "selecting a time for requesting a review" would be obvious for the same reasons given when asserting that the "estimating" act was obvious in the rejection of Claim 1. Applicant respectfully traverses the Examiner's rejection of Claim 36 for the reasons discussed above with respect to Claim 1. Klingman discloses a passive system that allows a buyer to rate a purchased item immediately after purchasing, and even before an opinion could possibly have been formed, teaching away

from providing a review request as a result of a purchase, and therefore has no need, and fails to teach or suggest "selecting a time for requesting a review" as claimed.

Applicant therefore respectfully maintains that Claims 1, 18, and 36 are patentably distinct over the cited art and requests that the Examiner withdraw the rejections to Claims 1, 18, and 36, and to allow Claims 1, 18, and 36.

#### Discussion of Dependent Claims

Applicant respectfully traverses the Examiner's rejection of Claim 3. As amended; Claim 3 recites "wherein the review includes a textual review." The Examiner asserts that Klingman teaches "a dynamic rating with the ability to include a textual, numerical, and graphical review" at Column 12, lines 18-30 and Column 13, lines 15-19 and 40-49. Applicant respectfully traverses the Examiner's characterization of Klingman. Klingman, at Column 12, merely discloses receiving "digital YES/NO" reviews and an "analog value scheme." At Column 13, Klingman refers to preserving "raw data" of the scores provided, representing rating information in numerical or graph form, as in Figures 5 and 6, and showing icons representing ranges of numerical values. Klingman's apparent requirement that the review be a simple digital or analog value teaches away from textual reviews. Indeed, Klingman completely fails to disclose the ability to process and display textual reviews to others.

With respect to Claim 35, amended Claim 35 recites "where the review includes a textual review." The Examiner asserts that Klingman discloses a method where the review includes at least one of a rating a textual review, citing to the same sections of Klingman used in the rejection of Claim 3. Applicant respectfully traverses the Examiner's rejection of Claim 35 for the same reasons discussed above with respect to Claim 3.

With respect to Claim 4, the Examiner states that Klingman teaches "the reviews are presented to other customers in the context that the review comes from a purchaser of the item," at Column 9, lines 30-35 and 41-46.

Applicant respectfully traverses the Examiner's rejection of Claim 4. Klingman fails to teach or suggest that "the review is a textual review, and in conjunction with representing the textual review to other customers, indicating that the textual review comes from a purchaser of the reviewed item," as recited by amended Claim 4.

Klingman, at Column 9, lines 30-35 and 41-46, fails to provide any discussion of presenting a textual review to other customers. Further, in the section titled "Displaying Rating Information" at Columns 11, 12, 13 and 14, and in Figures 5 and 6, Klingman discloses displaying *numerical data* as rating information and does not disclose displaying textual reviews. Thus, Klingman does not teach or suggest the claimed invention. Further, at Column 11, lines 36-50, Klingman discloses aggregating numerical data so that it can be displayed in graphical format, and so teaches away from providing textual reviews and further teaches away from indicating that the textual review comes from a purchaser of the reviewed item, as claimed.

With respect to Claim 20, the Examiner asserts that Klingman teaches "presenting the received review to other customers with an indication that the review is from a purchaser of the item" at Column 9, lines 30-35 and 41-46. Applicant respectfully traverses the Examiner's rejection of amended Claim 20 for the reasons discussed above with respect to amended Claim 4. The Examiner also notes that Klingman discloses "presenting a customer interested in said item with a review by the purchaser of said item" at Column 5, lines 56-59, Column 8, lines 19-27 and 33-38, Column 20, lines 6-9, and Column 14, lines 27-30. However, as discussed above, Klingman completely fails to teach or suggest presenting textual reviews.

With respect to Claim 11, the Examiner admits that Klingman does not teach "the customer specifically entering a review about an item seller." Nonetheless, the Examiner asserts that Klingman teaches customers using item review as a means for reflecting on the quality of the seller at Column 1, lines 36-47 and Column 9, 44-46 and asserts that it would be obvious to one of ordinary skill

*to directly rate an item seller instead of using the rating of an item to reflect the customer's opinion of the seller of said item because doing so would streamline the method and make the scores easier to understand by showing the feelings of the customer about the seller in a less convoluted matter*

Because the rating of items and the rating of sellers may be completely independent issues, Applicant respectfully traverses the Examiner's rejection. Consumers may be very interested in product reviews and may not be at all interested in a review of the seller as the consumer may be purchasing the item from a different seller in any case. In contrast to the Examiner's assertion, Klingman fails to teach or suggest that the quality of the item reflects on the quality of the seller, as the seller in Klingman does not appear to be a manufacturer. The



references to sellers in the language cited by the Examiner refer to “where consumer feedback regarding a product is favorable to the seller, scoring or rating information can be a very effective marketing tool for the seller” at Column 1, lines 42-44, and “the buyer may wish to . . . punish the producer of a product by participating in the evaluation system” at Column 9, lines 43-46. It is not clear that the producer of a product as described Klingman’s system would even be the seller of the product, and in either case, Klingman discloses only rating to reflect on the quality of the *product itself, not the seller*. Thus, Klingman does not teach or suggest rating an item seller, and does not teach or suggest the method as claimed by of Claim 11.

With respect to Claim 37, the Examiner asserts that Klingman at Column 1, lines 36-47 and Column 9, lines 44-46 teaches a method where the review of the item serves as a measure on the seller of the item, but admits that Klingman does not disclose “directly reviewing an item seller.” The Examiner nonetheless asserts that “it would have been obvious . . . to directly rate the seller instead of rating an item.” Applicant respectfully traverses the Examiner’s assertion of obviousness for the reason discussed above with respect to Claim 11.

With respect to Claim 13, the Examiner admits that Klingman does not teach estimating a time period based at least in part on the length of the book. Nevertheless, the Examiner asserts that Klingman teaches “assuming a customer has come to an opinion on the quality of the purchased item and allowing said customer to rate said item,” based on the same citation used in the Examiner’s rejection of Claim 1. The Examiner also asserts that “it would have been obvious to one of ordinary skill . . . to send a customer an evaluation to rate an item after the customer had had enough time to use the item” using Sheff as an example, and that “since it is old and well known that a common way to use a book is to read it and the time it take to read the book depends on factors such as its length, it would have been obvious to use these features to estimate usage.”

Applicant respectfully traverses the Examiner’s rejection of Claim 13 for the reasons discussed above with respect to Claim 1. In addition, Applicant respectfully traverses the Examiner’s assertion that estimating based on the length of the book would be obvious in view of Klingman. As stated above, Sheff merely discloses using fixed, pre-determined time periods to send out customer surveys *regardless of the particular type of car* for which a survey is being sent. Thus, Sheff teaches away from considering particular traits of a book, such as its length.

Applicant similarly traverses the rejections to Claims 30-33, each of which depends from Claim 18. With respect to Claims 30-33, the Examiner admits that Klingman does not teach estimating a time period based at least in part a particular trait of the item. Nevertheless, the Examiner asserts that Klingman teaches "assuming a customer has come to an opinion on the quality of the purchased item and allowing said customer to rate said item" as similarly argued with respect to Claim 1. The Examiner also asserts for each claim that "it would have been obvious to one of ordinary skill . . . to send a customer an evaluation to rate an item after the customer had had enough time to use the item" using Sheff as an example, and that each of the traits listed above is commonly known as a factor in the amount of time it would take to evaluate the items.

Applicant respectfully traverses the Examiner's rejection of Claims 30-33 for the reasons discussed above with respect to Claim 1. In addition, Applicant respectfully traverses the Examiner's assertion that estimating based on these traits would be obvious over Klingman in view of Sheff. As stated above, Sheff discloses using fixed, pre-determined time periods to send out customer surveys regardless of the particular type of car or how it is being driven. Thus, Sheff teaches away from considering particular traits of a given item, and thus even if Klingman were modified by Sheff, the combination would not teach each element of the claimed invention.

For example, the cited references fail to teach or suggest that "the item is a car and the estimated time period is related to the estimated time it will take the customer to drive a first amount," as recited by Claim 30. The cited references further fail to teach or suggest that "the item is a video and the estimated time period is related to the estimated time until the customer has viewed the video," as recited by Claim 31. Similarly, the cited references further fail to teach or suggest that "the item is an audio recording and the estimated time period is related to the estimated time until the customer has listened to the audio recording," as recited by Claim 32, or that "the item is a book and the estimated time period is related to the type of book," as recited by Claim 33.

With respect to Claim 24, the Examiner admits that Klingman does not expressly disclose "an inference about when the customer has evaluated an item being based on an estimation of how long it will take to evaluate the purchased item." Nonetheless, the Examiner asserts that

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Klingman discloses a method "where the ability to rate an item is based on a item period of use after which the customer will be able to form an opinion about said item," pointing to the same language that the Examiner asserted disclosed the "inferring" act of Claim 18, and states that "it would have been obvious to one of ordinary skill . . . to infer through estimation the amount of time it would take a customer to evaluate an item because doing so would increase the accuracy of the reviews," citing Sheff as an example. Applicant respectfully traverses the Examiner's rejection of Claim 24 for the reasons discussed above with respect to Claim 18.

With respect to Claim 26, the Examiner admits that Klingman does not disclose "using a customer survey to determine how long it takes consumers to read books and using this to make an inference." Nonetheless, the Examiner asserts that "it would have been obvious . . . to make an inference . . . based on a customer survey about the length of time it takes consumers to read books because doing so would provide the estimator with more accurate information with which to base his/her estimations." Applicant respectfully traverses the Examiner's assertion of obviousness. As discussed above with respect to Claim 1, Klingman merely discloses a system in which the buyer must navigate to the product's web page, at which point, and not before, the buyer sees a scoring button used to score the product. If the buyer fails to manually navigate to the product's web page, he or she will not see any evaluation request. Further, Klingman discloses presenting a scoring button whenever the product web page is displayed, whether or not a user has purchased the product, and whether or not a user has had time to evaluate a purchased product. (Column 9, 30-32, 46-49; Column 10, 6-12; Figure 5). Thus, Klingman teaches away from an inference, where "the inference is based at least on a customer survey on how long it takes consumers to read books," as recited by Claim 26. Applicant therefore traverses the Examiner's rejection of Claim 26.

With respect to Claim 27, the Examiner admits that Klingman "does not expressly disclose making inferences on needed usage times based on the customer ordering the new item" but asserts that "it would have been obvious . . . to make an inference about he amount of time needed to use an item based on the consumer using said item because taking the consumer's specific attributes into consideration would increase the accuracy of the inference . . . ." Applicant respectfully traverses the Examiner's rejection for the reasons discussed above with respect to Claim 1. In addition, Applicant notes that Klingman completely fails to teach or

suggest maintaining any information about a customer other than that necessary to confirm identity. Thus, Klingman is indifferent to particular customer traits and thus teaches away from Claim 27.

With respect to Claim 34, the Examiner asserts that Klingman teaches a method where the review request, at Column 9, lines 41-46, is provided to a recipient who is the user of the product. The Examiner admits that Klingman “does not expressly disclose that the item is a gift for a recipient.” Nonetheless, the Examiner asserts that “it would have been obvious . . . to supply the review request to the user of the product rather than the purchaser.” However, Klingman at Column 9, lines 41-46, specifically mentions “the buyer” *three times* as the person giving the rating and never differentiates “the buyer” from another potential user. Thus, Klingman teaches away from differentiating between the buyer and any another user, whether or not that user is a gift recipient. Therefore, Klingman teaches away from any consideration of a gift recipient, and so teaches away from “where the item is a gift for a recipient and the review request is provided to the recipient,” as recited by Claim 34.

With respect to Claim 40, the Examiner admits that Klingman does not expressly teach an evaluation period that varies from a first item to a second item, but that it would have been obvious “that when an evaluation period is estimated for a first item and an evaluation period is estimated for a second item, these evaluation periods will vary because the amount of time needed to use an item . . . is dependant on the item and its use.” As stated above in the discussion of the rejection of Claim 1, Klingman teaches away from estimating by what date a first customer will have at least initially evaluated an item. Thus, Klingman teaches away from basing actions based on an estimated evaluation period and so teaches away from “where the evaluation period varies from a first item to a second item,” as recited by Claim 40.

#### Discussion of Rejections under 35 U.S.C. § 103(a) over Klingman in View of Hiam

In rejecting Claim 5, the Examiner admits that Klingman does not expressly disclose offering the customer a reward in exchange for the customer providing a review. However, the Examiner asserts that Hiam, at pages 100-101, teaches “offering the customer a reward in exchange for the customer providing a review” and that it would have been obvious to combine the references.

Applicant respectfully traverses the Examiner's rejection of Claim 5. On page 100-101, in the context of making surveys more appealing to respondents, Hiam discloses that when sending out a survey "perhaps the inclusion of a sales promotion (coupon, entry form for a contest, and so on) can make the respondents' experience more pleasurable - and ensure a reasonably high response rate." Thus, Hiam does not teach or suggest offering a reward *in exchange* for a review. Indeed, Applicant notes that because Hiam discloses inclusion of a sales promotion along with the survey to strive toward a target response rate, Hiam teaches giving a reward to every person that receives the survey, not just those that return it. Thus, Hiam teaches away from offering the customer a reward *in exchange* for the customer providing a review.

With respect to Claim 29, the Examiner admits that Klingman does not disclose "offering the customer an incentive to provide the item review," but nonetheless suggests that it would be obvious to combine the teachings of Klingman with those of Hiam, which the Examiner asserts includes "offering a customer an incentive in exchange for the customer providing an item review." Applicant respectfully traverses the Examiner's rejection of Claim 29 for the reasons discussed above with respect to Claim 5.

Discussion of Rejections under 35 U.S.C. § 103(a) over Klingman in View of InstantSurvey

With respect to Claims 6, 8 and 9, the Examiner admits that Klingman does not disclose providing requests via e-mail, accessing the review form using the request message, or including a hyperlink in the request message to the review form. Nonetheless, the Examiner asserts that InstantSurvey teaches, in Reference A, page 2 and Reference B, page 2, methods wherein: the review request is provided via e-mail, the customer accesses a review form using the review request message, and the review request includes a hyperlink to a review form, respectively for Claims 6, 8 and 9.

However, there is no motivation to combine Klingman and InstantSurvey. As Applicant noted in discussing the rejection of Claim 1, Klingman discloses that a user needs to navigate to a product web page, and displaying a scoring button on the product web page. Klingman thus teaches away from the combination with InstantSurvey. Applicant therefor traverses the rejection of Claims 6, 8 and 9.

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With respect to Claim 38, the Examiner admits that Klingman does not disclose providing the review request via e-mail, but asserts that InstantSurvey, in Reference A, page 2 and Reference B, page 2, discloses a method where a survey is provided via e-mail. Applicant respectfully traverses the Examiner's rejection of Claim 38 for the reasons discussed above with respect to Claims 6, 8 and 9.

With respect to Claim 12, the Examiner admits that Klingman does not disclose receiving an e-mail address provided by the customer and forwarding the customer review to this e-mail address.

Nonetheless, the Examiner asserts that InstantSurvey teaches receiving at least one e-mail address provided by the customer and forwarding the customer review to the e-mail address in Reference C, page 2 and Reference A, page 2 and Reference B, page 2, and that under Klingman in view of InstantSurvey it would be obvious to send the review to an electronic address. However, InstantSurvey does not teach sending *reviews* to e-mail addresses received from customers. Reference C discloses sending customer surveys to a list of customer e-mail addresses. Likewise, Reference A discloses taking e-mail addresses through which invitations to take surveys would be sent. Finally, Reference B discloses sending questionnaires via e-mail. None of these references, however, discloses sending completed reviews to e-mail addresses. Thus, InstantSurvey fails to teach or suggest "receiving an e-mail address provided by the customer and forwarding the customer review to this e-mail address," as recited by amended Claim 12. Because the combination of the prior art references must teach or suggest every limitation of the claim to support a prima facie case of obviousness, Applicant respectfully traverses the Examiner's rejection of Claim 12.

With respect to Claim 25, the Examiner admits that Klingman does not disclose a method where the review request is selectively delivered on one of a weekend or holiday. Nevertheless, the Examiner asserts that in Reference A, page 1-2 and Reference B, page 2, InstantSurvey discloses a method where the review request is delivered electronically and the surveyor can customize the survey and its delivery and that it would have been obvious to choose to deliver a review request on a weekend or a holiday because doing so would increase the likelihood of response. However, InstantSurvey does not teach or suggest, in either Reference A or Reference B, customization of the dates or times of delivery, and instead the references appear to disclose

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electronic delivery taking place immediately after e-mail addresses are provided. Thus, Klingman does not suggest the desirability of delivering surveys at specific dates or times. For this reason, and for the reasons discussed above with respect to Claims 6, 8 and 9 about the motivation to combine Klingman and InstantSurvey, Applicant respectfully traverses the Examiner's rejection of Claim 25.

Discussion of Rejections under 35 U.S.C. § 103(a) over Klingman in View of Chislenko

With respect to Claim 28, the Examiner admits that Klingman does not disclose presenting the customer with a list of items and asking the customer if the customer wants to review the items. However, the Examiner asserts that Klingman teaches "allowing the user to choose whether or not he/she wants to rate said item" at Column 10, lines 41-46. The Examiner also asserts that Chislenko, at Column 4, lines 5-9, teaches a method further comprising presenting to the customer a list of items purchased by the customer and asking the customer if the customer wants to review one or more of the listed items. The Examiner further asserts that it would be obvious "to present the customer with a list of items purchased and ask the customer to review one or more of the items because it increases the flexibility of the system and also makes the system more user friendly."

Applicant respectfully traverses the Examiner's rejection of Claim 28.

Chislenko, at Column 4, lines 5-9, discloses:

*Whenever a user profile is created, a number of initial ratings for items may be solicited from the user. This can be done by providing the user with a particular set of items to rate corresponding to a particular group of items.*

Thus, Chislenko does not contemplate presenting a list of items purchased by the customer. Indeed, Chislenko discloses presenting a list made to correspond to particular groups of items rather than presenting a list made because of actions of the customer. Thus, Chislenko does not teach or suggest the limitation asserted by the Examiner. Because a prima facie case of obviousness is required by M.P.E.P. § 2143 to have prior art that teaches or suggests every limitation of the claim, Applicant respectfully traverses the Examiner's assertion of obviousness.

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Summary

In view of the foregoing remarks and amendments, Applicant respectfully submits that independent Claims 1, 18, and 36 as amended are patentably distinct over the cited art and are in condition for allowance. Claims 2-13, 19-35, and 37-40, which correspondingly depend from independent Claims 1, 18, and 36 and further define Claims 1, 18 and 36, are likewise patentably distinct over the cited art and are in condition for allowance. Applicant respectfully requests allowance of Claims 1-13 and 18-40.

Request for Telephone Interview

If there are any issues that can be resolved by telephone, the Examiner is respectfully requested to call the undersigned attorney of record at (310) 407-3461 or at the number set forth below.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 12/2/02

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**VERSION WITH MARKINGS TO SHOW CHANGES MADE**

1. (Amended) A method of encouraging customers to provide reviews of purchased items, the method comprising:

receiving [a] an order from a first customer [order] for an item purchased from an electronic catalog;

estimating by what date the first customer will have at least initially evaluated the item based at least on the item type;

initiating an electronic transmission, [electronically transmitting] based at least in part on the estimated date, to the first customer on or after the estimated date of a message requesting the first customer to provide a review of the item to thereby encourage the first customer to provide at least one review;

receiving the [customer] review from the first customer electronically; and presenting the review to [another] a second customer interested in the item.

3. (Amended) The method of Claim 1, wherein the review includes [at least one of] a textual review [and a numerical rating].

4. (Amended) The method of Claim 1, wherein the review is a textual review [further comprising verifying that the review is from a purchaser of the reviewed item], and in conjunction with representing the textual review to other customers, indicating that the textual review comes from a purchaser of the reviewed item.

5. (Amended) The method as defined in Claim 1, further comprising offering the first customer a reward in exchange for the customer providing a review.

8. (Amended) The method of Claim 1, wherein the first customer accesses a review form using the review request message.

10. (Amended) The method as defined in Claim 1, further comprising using a collaborative filter which, based at least in part on the first customer's review, provides the first customer personalized recommendations for items similar to the reviewed item.

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11. (Amended) The method as defined in Claim 1, further comprising requesting the first customer to review a seller of the purchased item on or after the estimated date.

12. (Amended) The method as defined in Claim 1, further comprising:

receiving at least one e-mail address provided by the first customer, the email address being that of a person other than the first customer; and  
forwarding the [customer] review to the e-mail address.

20. (Amended) The method as defined in Claim 18, wherein the review is a textual review, and further comprising presenting the received textual review to other customers in conjunction with an indication that the textual review is from a purchaser of the item.

26. (Amended) The method as defined in Claim 18, where the inference is based at least on a customer survey on how long it takes consumers to read books.

28. (Amended) The method as defined in Claim 18, further comprising presenting to the customer a list of items purchased by the customer [to the customer] and asking the customer if the customer wants to review one or more of the listed items.

35. (Amended) The method as defined in Claim 18, where the review includes [at least one of a rating and] a textual review.

37. (Amended) The method as defined in Claim 36, further comprising providing the customer a request to review an item seller associated with the electronic catalog, wherein the timing of the request is based at least [is] in part on the selected time.

38. (Amended) The method of Claim 36, wherein the review request is [provided via e-mail. The method as defined in Claim 36, wherein the review request is presented on a Web Page] presented as at least one of an email and a Web page.